



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor

Kathleen Clarke
Executive Director

Lowell P. Braxton
Division Director

1594 West North Temple, Suite 1210

PO Box 145801

Salt Lake City, Utah 84114-5801

801-538-5340

801-359-3940 (Fax)

801-538-7223 (TDD)

March 1, 2000

Robert R. Worthen and
Dennis R. Williams
Worthen / Williams LLC
2200 North 1100 West
Lehi, Utah 84043

Re: Acceptance of Transfer of Notice of Intention and Replacement Surety and Reclamation Contract,
Roudabush #1 Mine, M/045/027, Tooele County, Utah

Dear Messrs Worthen and Williams:

On February 24, 2000, we received your Transfer of Notice of Intention of Large Mining Operations to formally transfer the Roudabush #1 Mine located in sections 14 and 23, T4S, R5W, SLBM, Tooele County, Utah from General Acquisition Corporation to Worthen / Williams LLC. Along with the transfer form was a replacement Reclamation Contract and replacement \$72,500 reclamation surety in the form of a Letter of Credit #218-8 issued by the Bank of American Fork.

The Division Director signed and executed the transfer document on March 1, 2000 *which effectively transfers the responsibility of this mining operation and reclamation from General Acquisition Corporation to Worthen / Williams, LLC.* A copy of the executed transfer form is enclosed for your files. The Division now recognizes Worthen / Williams, LLC. as the operator of record responsible for all mining and reclamation obligations at the Roudabush #1 Mine.

We have also enclosed copies of the executed Reclamation Contract and the LOC. Thank you for your help in finalizing this transaction. If you have any questions or concerns regarding this letter, please contact me at (801) 538-5267. Best of luck with your new mining venture.

Sincerely,

Anthony A. Gallegos
Acting Permit Supervisor

jb

Enclosure: Executed Transfer form, Reclamation Contract & LOC

cc: John S. Miller, Vice Pres. General Acquisition Corp

M45-27-trs

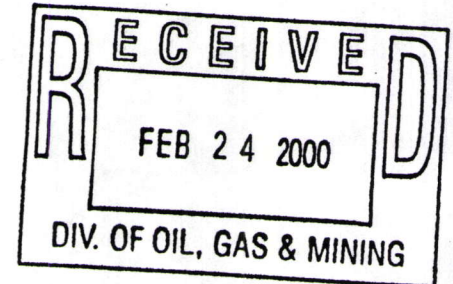
For Division Use:

File No.: M/045/027

Effective Date: March 1, 2000

DOGM Lead: AAG

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940



TRANSFER OF NOTICE OF INTENTION
LARGE MINING OPERATIONS

—ooOoo—

1. (a) Notice of intention to be transferred (file number): M/045/027
(b) Name of mining operation: Roudabush #1 Mine
(c) Location of mining operation (county): Tooele
(d) Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):
General Acquisition Corporation
Green Blvd, Mexico, Mo. 65265
(573) 642-8787 ext.2269
2. (a) Name, telephone number and mailing address of the operator acquiring the notice of intention (transferee):
Worthen / Williams LLC.
2200 North 1100 West
Lehi, Utah 84043 (801) 768-3591
(b) Name, telephone number and address of the authorized representatives of the Transferee to whom any notices under the provisions of the Utah Mined Land Reclamation Act may be sent:
Dennis R. Williams
(801) 768-3591
2200 North 100 West Lehi, Utah 84043
3. (a) The total disturbed area identified in the approved notice of intention: 29.0
(b) The actual number of acres disturbed by the operation through date of transfer:
5.1

- (c) Attach a legal description of above acreages as Appendix "A" and a map of suitable scale with actual disturbed areas clearly shown and identified.
- 4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC).

STATE OF Pennsylvania)
COUNTY OF Allegheny) ss.

SWORN STATEMENT OF TRANSFEROR

I, John S. Miller, being first duly sworn under oath, depose and say that I am
Vice-President (officer or agent) of General Acquisition Corporation
(Corporation/Company Name); and that I am duly authorized to execute and deliver the
foregoing obligations; that I have read the said application and fully know the contents
thereof; that all statements contained in the transfer application are true and correct to the best
of my knowledge and belief. By execution of this statement I certify that the Transferor is in
full compliance with the Utah Mined Land Reclamation Act, the Rules and Regulations
promulgated thereunder, and the terms and conditions of Notice of Intention No. M/645/027.

John S. Miller
Signature

JOHN S. MILLER
Name (Typed or Print)

VICE PRESIDENT
Title

Subscribed and sworn before me this 22nd day of December, 1999.

Loretta M. Gottschling
Notary Public
Residing at: Pittsburgh, PA

My commission Expires:

March 20, 2003
19

Notarial Seal
Loretta M. Gottschling, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Mar. 20, 2003
Member, Pennsylvania Association of Notaries

STATE OF Utah)
) ss.
COUNTY OF Utah)

FINAL SWORN STATEMENT OF TRANSFEREE

Dennis R. Williams being first duly sworn under oath, depose and say that I am _____
Managing Member (officer or agent) of Worthen/ Williams LLC.

(Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the application and fully understand the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. By execution of this statement, the Transferee agrees to be bound by the terms and conditions of Notice of Intention

No. M/045/027, the Utah Mined Land Reclamation Act, and the Rules and Regulations promulgated thereunder.

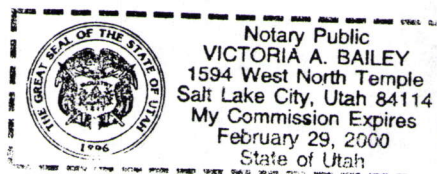
Dennis R. Williams
Signature
Dennis R. Williams
Name (Typed or Print)
Managing Member
Title

Subscribed and sworn before me this 24th day of February, 1900.

Victoria A. Bailey
Notary Public
Residing at: Salt Lake City

My commission Expires:

February 29, 192000.



CERTIFICATION OF APPROVAL

This is to certify that I have examined the foregoing application and do hereby grant the same, subject to the following limitations and conditions:

- (A) This transfer of notice of intention grants only the right to affect the lands described in Appendix "A."
- (B) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC). The surety shall be effective on the date of transfer.
- © The transferee, or such other person as required by UCA 1953, Title 40-8, has acquired legal right to mine for lands described in Appendix "A."

COMMENTS:

APPROVED: _____

Lowell P. Braxton

Lowell P. Braxton, Director
Division of Oil, Gas and Mining

Effective Date: 3-1-00
NOI No.: M/045/027

APPENDIX "A"

Worthen/Williams LLC
Operator

Roudabush #1 Mine
Mine Name

M/045/027
Permit Number

Tooele County, Utah

The legal description of lands to be disturbed is:

A total of 29 acres located in:

NW1/4, NW1/4, Section 23

and

SW1/4, SW1/4, Section 14

Township 4 South, Range 5 West, SLBM, Tooele County, Utah

and more specifically outlined on the attached map

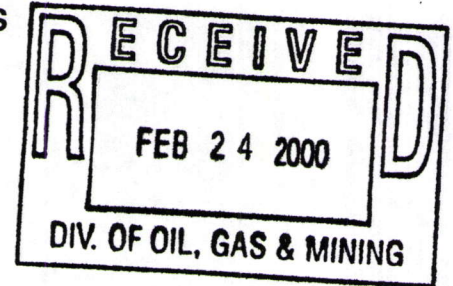
File Number M/045/027

Effective Date March 1, 2000

Other Agency File Number _____

Q. Tm, AAG 2-25-00

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940



RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	<u>M/045/027</u>
(Mineral Mined)	<u>Silica Rock</u>
"MINE LOCATION":	
(Name of Mine)	<u>Roudabush #1 Mine</u>
(Description)	<u>Approximately 9 miles South of</u>
	<u>Stockton in Tooele County</u>
"DISTURBED AREA":	
(Disturbed Acres)	<u>29.0</u>
(Legal Description)	<u>(refer to Attachment "A")</u>
"OPERATOR":	
(Company or Name)	<u>Dennis R. Williams</u>
(Address)	<u>Worthen/Williams LLC</u>
	<u>2200 North 1100 West</u>
	<u>Lehi, Utah 84043</u>
(Phone)	<u>(801) 768-3591</u>

"OPERATOR'S REGISTERED AGENT":

(Name)

Lon Rodney Kump

(Address)

Richard, Bird & Kump

333 East 400 South

Salt Lake City, Utah 84111

(801) 328-8987

(Phone)

"OPERATOR'S OFFICER(S)":

Robert R. Worthen - Managing Member

Dennis R. Williams - Managing Member

"SURETY":

(Form of Surety - Attachment B)

Letter of Credit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Bank of American Fork

"SURETY AMOUNT":

(Escalated Dollars)

\$72,500

"ESCALATION YEAR":

1999

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Worthen/Williams LLC the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/027 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated 1/11/90, and the original Reclamation Plan dated 1/11/90. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Worthen/ Williams LLC.

Operator Name

By Dennis R. Williams

Authorized Officer (Typed or Printed)

Managing Member

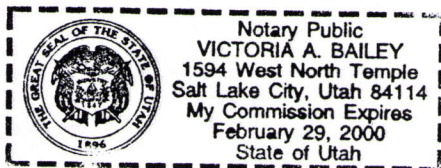
Authorized Officer - Position

Dennis R. Williams
Officer's Signature

2-24-00
Date

STATE OF Utah)
) ss:
COUNTY OF Utah)

On the 24th day of February 24, 19 2000, personally
appeared before me Dennis R. Williams who being by
me duly sworn did say that he/she, the said Dennis R. Williams
is the Managing Member of Worthen/Williams LLC.
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
Dennis R. Williams duly acknowledged to me that said
company executed the same.



Victoria A. Bailey
Notary Public
Residing at: Salt Lake City

February 29, 2000
My Commission Expires:

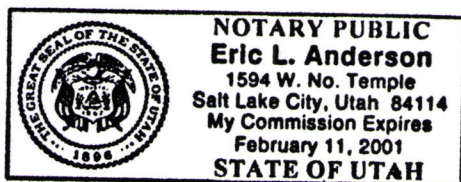
DIVISION OF OIL, GAS AND MINING:

By Lowell P. Braxton
Lowell P. Braxton, Director

3-1-00
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 1st day of March, 2000,
personally appeared before me Lowell P. Braxton, who being
duly sworn did say that he/~~she~~, the said Lowell P. Braxton
is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources,
State of Utah, and he/~~she~~ duly acknowledged to me that he/~~she~~ executed the foregoing
document by authority of law on behalf of the State of Utah.



Eric L. Anderson
Notary Public
Residing at: Salt Lake

My Commission Expires: _____

ATTACHMENT "A"

Worthen/Williams LLC
Operator

Roudabush #1 Mine
Mine Name

M/045/027
Permit Number

Tooele County, Utah

The legal description of lands to be disturbed is:

A total of 29 acres located in:

NW 1/4, NW 1/4, Section 23

and

SW 1/4, SW 1/4, Section 14

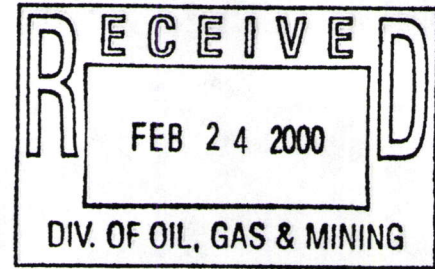
Township 4 South, Range 5 West, SLBM, Tooele County, Utah
and more specifically outlined on the attached map

Bank of American Fork

Letter of Credit No. 218-8

February 22, 2000

UTAH DIVISION OF OIL, GAS AND MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801



Gentlemen and Ladies:

1. Bank of American Fork ("Surety"), of American Fork, Utah, hereby establishes this irrevocable letter of credit (the "Letter of Credit") in favor of the Utah Division of Oil, Gas and Mining ("Division") for an aggregate amount not to exceed \$72,500.00 in United States dollars ("Face Amount") effective immediately.
2. This Letter of Credit will expire upon the first event set forth as follows: (a) 5:00 o'clock p.m. (Salt Lake City time) on February 22, 2001 or (b) the date upon which sufficient documents are executed by the Division to release Worthen Williams LLC ("Operator") from further liability for reclamation of the Roudabush #1, M/045/027 with notice to Bank or Surety by the Division accompanied by the original Letter of Credit with directions for cancellation.
3. This Letter of Credit will be automatically extended for successive periods of one year from the current or any future expiration date unless Surety gives notice to the Division 90 days prior to the expiration date that the Surety elects not to renew this Letter of Credit.
4. Funds under the Letter of Credit are available against the Division's sight draft, in the form of Exhibit A, specifying Letter of Credit No. ~~2~~ delivered to the office of the Surety, 33 East Main Street, American Fork, Utah 84003. At the Division's sole election, the Division may present sight drafts for less than the Face Amount so long as the aggregate amount of all sight drafts does not exceed the Face Amount. Each draft must be accompanied by a certificate in the form of Exhibit B, signed by a duly authorized representative of the Division.
5. If the Surety receives the Division's sight draft(s) and certificate(s) as provided in Paragraph No. 4 above on or before expiration or termination of this Letter of Credit, the Surety will make such amount as the Division may specify, within the limits of the second sentence of Paragraph No. 4 of this Letter of Credit, available to the Division no later than the close of business, Salt Lake City time, on the second business day following the Surety's receipt of the sight draft and certificate and in such a manner as the Division may specify.
6. The Surety will give prompt notice to the Operator and to the Division Director of any notice received or action filed alleging the insolvency or bankruptcy of the Surety, or alleging any violations of regulatory requirements which could result in suspension or revocation of the Surety's charter or license to do business.

7. The Letter of Credit will be governed by the laws of the State of Utah and shall be subject to the Uniform Customs and Practice for Documentary Credit, 1993 revision, International Chamber of Commerce Publication No. 500, as the same may be amended and in effect from time to time ("UCP"). In the event of a conflict between Utah law and the UCP, Utah law shall govern.

8. All communications regarding this Letter of Credit will be addressed to the Surety 33 East Main Street, American Fork, Utah 84003, referencing Letter of Credit No.

Very truly yours,
BANK OF AMERICAN FORK

A handwritten signature in cursive script, appearing to read "Carl E. Devey".

Carl E. Devey
Senior Vice President



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

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EXHIBIT A - SIGHT DRAFT
to
Letter of Credit Number _____

Date City, County Letter of Credit No.

PAY TO THE ORDER OF: _____ Utah Division of Oil, Gas and Mining.

DOLLARS

TO: (Name of Bank or Surety)
and
(Address)

Utah Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801

By: _____
Authorized Signature



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor

Ted Stewart
Executive Director

James W. Carter
Division Director

1594 West North Temple, Suite 1210

Box 145801

Salt Lake City, Utah 84114-5801

801-538-5340

801-359-3940 (Fax)

801-538-7223 (TDD)

EXHIBIT B

to
Letter of Credit Number _____

I, _____ a duly authorized representative of the Utah Division of Oil, Gas and Mining, hereby certify that (1) the drawing in the amount of \$ _____, by sight draft accompanying this certificate, under Letter of Credit No. _____ dated _____ issued by you is permitted under the provision of the Letter of Credit, (2) the Letter of Credit has neither expired nor terminated pursuant to its terms, (3) the amount of the sight draft, together with any amounts previously drawn under the Letter of Credit, does not exceed the Face Amount, and (4) the Utah Board of Oil, Gas and Mining, after notice and hearing, has entered an Order which has not been stayed, ordering forfeiture of Letter of Credit No. _____ in accordance with applicable law. Proceeds of this drawing will be utilized in full to pay the expenses relating to the reclamation liability, together with the costs of collection, including attorneys fees, for the _____ [mine], _____ [mine permit #].

The Utah Division of Oil, Gas and Mining

By: _____
Authorized Signature

Date _____

3:LOC